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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

LINCOLN ADVENTURES, LLC, a)	No. 2:08-cv-00235-CCC-JSA
Delaware Limited Liability Company,)	
and MICHIGAN MULTI-KING, INC.,)	<u>CLASS ACTION</u>
a Michigan Corporation, on Behalf of)	
Themselves and All Those Similarly)	DECLARATION OF ALEXANDRA S.
Situated,)	BERNAY IN SUPPORT OF
)	PLAINTIFFS' MOTION FOR
Plaintiffs,)	PRELIMINARY APPROVAL OF
)	PARTIAL CLASS ACTION
vs.)	SETTLEMENT
THOSE CERTAIN UNDERWRITERS)	
AT LLOYD'S, LONDON MEMBERS)	
OF SYNDICATES, et al.)	
)	
Defendants.)	
_____)	

I, ALEXANDRA S. BERNAY, hereby declare and state as follows:

1. I am a partner of the law firm of Robbins Geller Rudman & Dowd LLP, and one of Plaintiffs' Co-Lead Counsel¹ in the above-captioned action (the "Action"). I am a member in good standing of the State Bar of California and admitted *pro hac vice* before this Court. I am over 18 years of age, and I have personal knowledge of the facts stated in this Declaration, unless otherwise indicated. If called as a witness, I could and would testify competently thereto.

2. I submit this Declaration in support of Plaintiffs' Motion for Preliminary Approval of Partial Class Action Settlement.

3. Prior to entering into the Agreement,² the parties to the Action worked with Court-appointed mediator, the Honorable Layn R. Phillips (ret.) (hereafter "Judge Phillips"). The Settling Parties accepted the mediator's proposals. Prior mediations that resulted in two other partial settlements, one approved by the Court in 2019 (the "2019 Partial Settlement") and one approved by the Court in 2023 (the

¹ My Co-Lead Counsel is Robert S. Schachter, a named partner of Zwerling, Schachter & Zwerling, LLP based in New York City. Mr. Schachter also submits a declaration in support of preliminary approval of the partial Settlement, which is being filed concurrently herewith.

² The terms of the Settlement are reflected in the Stipulation of Partial Class Action Settlement, which, along with its exhibits, is referred to as the "Agreement" and attached as Exhibit A hereto. All capitalized terms used herein have the same meaning as set forth in the Agreement unless otherwise noted.

“2023 Partial Settlement”). Details regarding these settlements are described in declarations in support of those Partial Settlements. *See* ECFs 89-2 and 273-2.

4. Following execution of a Conditional Term Sheet, Plaintiffs and the Settling Defendants (collectively, the “Settling Parties”) negotiated the Agreement and its exhibits memorializing the terms of the Settling Parties’ agreement, which are attached hereto as Exhibit A. Drafts of these documents were exchanged before the Settling Parties came to final agreement on the proposed partial settlement now being submitted to the Court (“Partial Settlement”) by way of Plaintiffs’ motion for preliminary approval.

5. The lengthy procedural record in this Action detailed herein and in support of the 2019 Partial Settlement and the 2023 Partial Settlement allows Plaintiffs to evaluate the Partial Settlement’s consideration and its reasonableness to the Settlement Class. This record includes fact discovery, depositions, and extensive motion practice, as the Court is aware. As a result of this extensive record, Plaintiffs have a keen understanding of the factual and legal issues involved in this Action as well as the relative strengths and weaknesses of Plaintiffs’ claims. I am aware of the risks that Plaintiffs face in this case as with any complex class action, including the potential for a loss at trial or in subsequent appeals in which case Plaintiffs would receive nothing for their claims. In light of the inherent risks of litigation, I believe

that the Agreement is fair, adequate, and reasonable and in the best interests of Plaintiffs and the Settlement Class Members.

6. As detailed in my firm's resume attached hereto as Exhibit B, our prosecution team is experienced in complex class actions, including litigation involving the insurance industry, RICO, and antitrust claims, and we have and will continue to adequately represent Plaintiffs and the Settlement Class by diligently and ably litigating the Action and securing this Partial Settlement with potential for greater recovery from the remaining defendant.

7. Since the 2023 Partial Settlement was approved, Plaintiffs' Counsel have incurred significant additional litigation costs, which has necessitated outlays of hundreds of thousands of dollars for the common benefit of Settlement Class Members.

8. The two named plaintiffs have expended substantial time and energy in this Action. Since the 2023 Partial Settlement, Plaintiffs have continued to monitor the case through discussions with Class Counsel and review of important pleadings. Plaintiffs have, and continue to, adequately represent the interests of the Settlement Class and have no known conflicts with other Settlement Class Members.

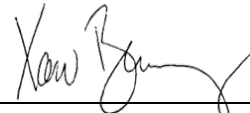
9. Class Counsel have continued to pursue the Action with vigor. Just since the 2023 Partial Settlement, my firm alone has expended hundreds of hours in the prosecution of this Action. Over the years, we have expended valuable resources on

this case, including staffing senior and junior partners, associates, staff attorneys, law clerks, paralegals, investigators, and information technology personnel. My firm has devoted considerable time and resources to this Action and diligently and adequately represented the interests of the putative Settlement Class throughout.

10. Attached hereto is a true and correct copy of the following exhibits:

Exhibit A: Stipulation of Partial Class Action Settlement and Exhibits, dated April 11, 2025; and
Exhibit B: Firm Resume of Robbins Geller Rudman & Dowd LLP

I declare under penalty of perjury that the foregoing is true and correct and this Declaration is executed at San Diego, California, on April 15, 2025.



ALEXANDRA S. BERNAY